



1023837

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15 - _____

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

Is Section: Regular or Irregular

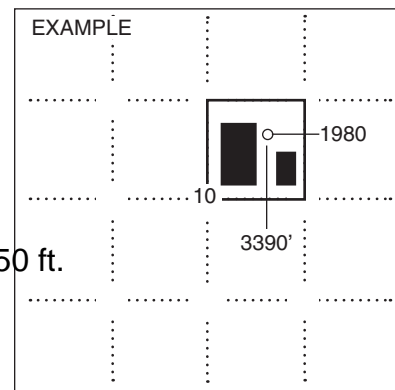
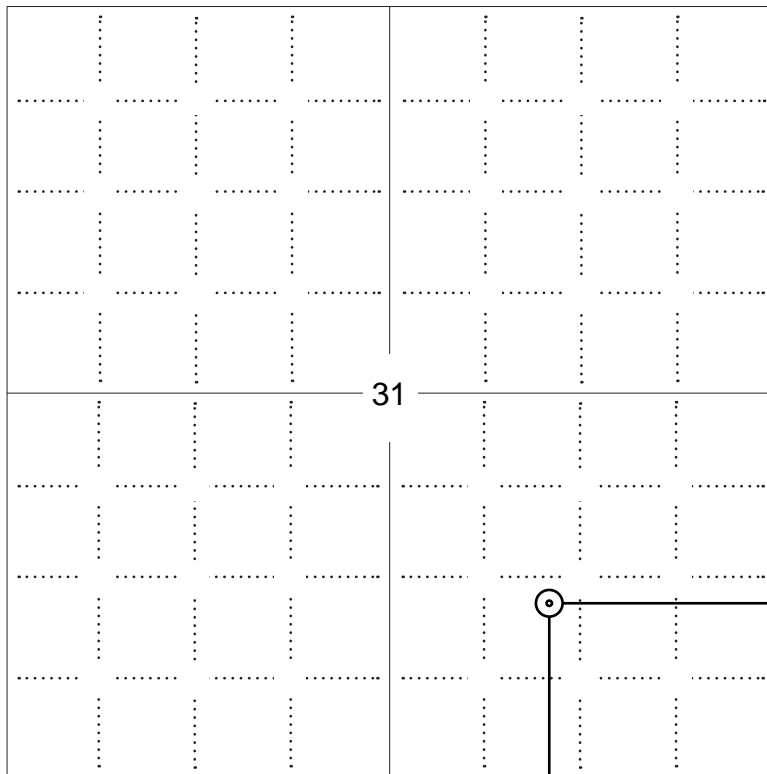
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.)

(Show footage to the nearest lease or unit boundary line.)



NOTE: In all cases locate the spot of the proposed drilling locaton.

1200 ft.

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION 1023837
OIL & GAS CONSERVATION DIVISION

Form CDP-1
April 2004
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured _____ well owner _____ electric log _____ KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY

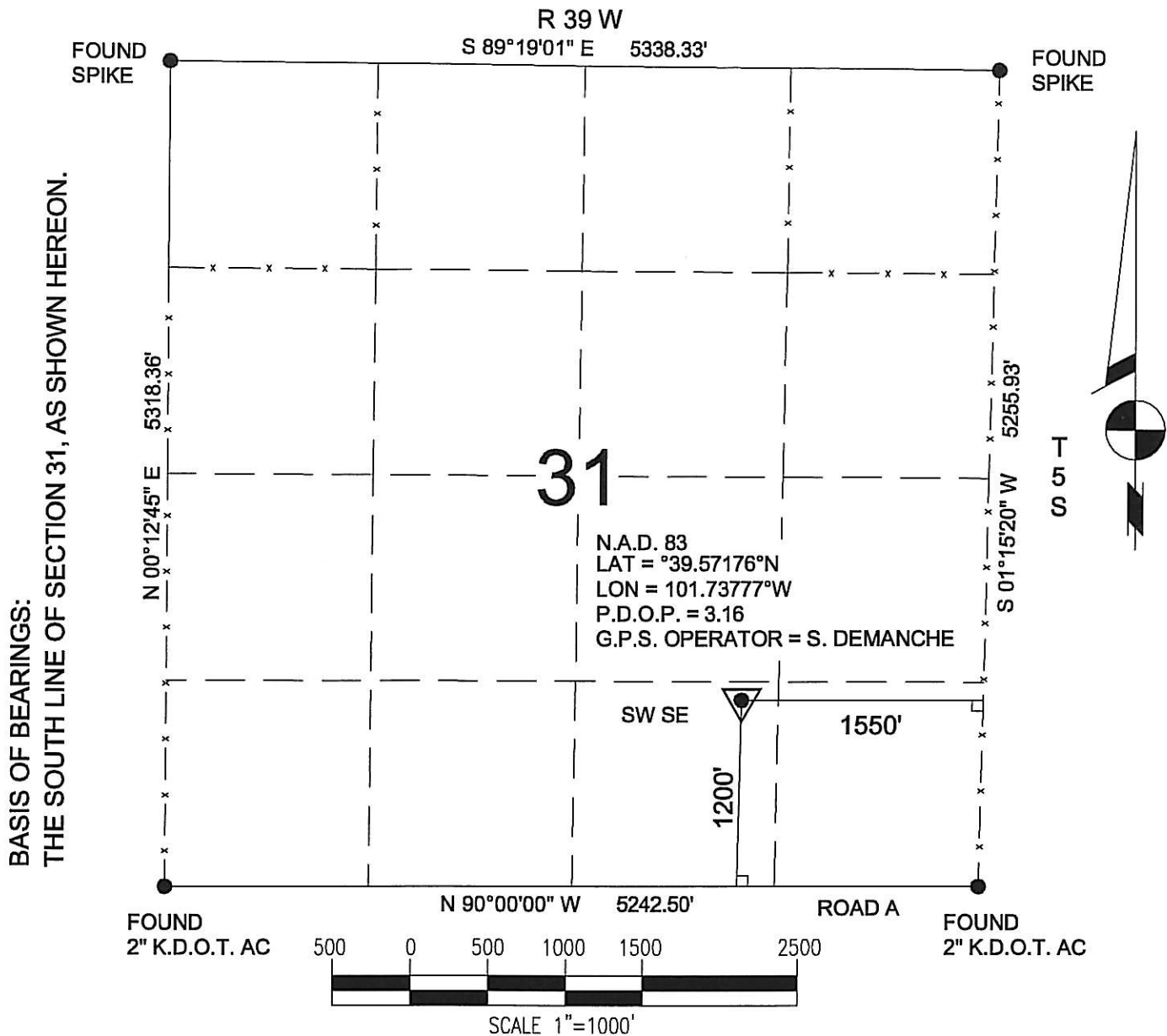
Steel Pit

RFAC

RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No





Power Surveying Co., Inc. of Frederick, Colorado has in accordance with a request from DAN CASPER for NOBLE ENERGY, INC. determined the location of ROGERS 34-31 to be 1200' FSL & 1550' FEL Section 31, Township 5 SOUTH Range 39 WEST of the Sixth Principal Meridian, CHEYENNE County, KANSAS

LOCATION NOTES

LOCATION FALLS IN: WHEAT STUBBLE
IMPROVEMENTS: E-W FENCE 200' SOUTH OF LOCATION

ELEVATION DETERMINED FROM NAVD 1988 DATUM.
GROUND ELEVATION = 3611'

DISTANCES AND BEARINGS ARE FIELD MEASURED UNLESS OTHERWISE NOTED.

LEGEND

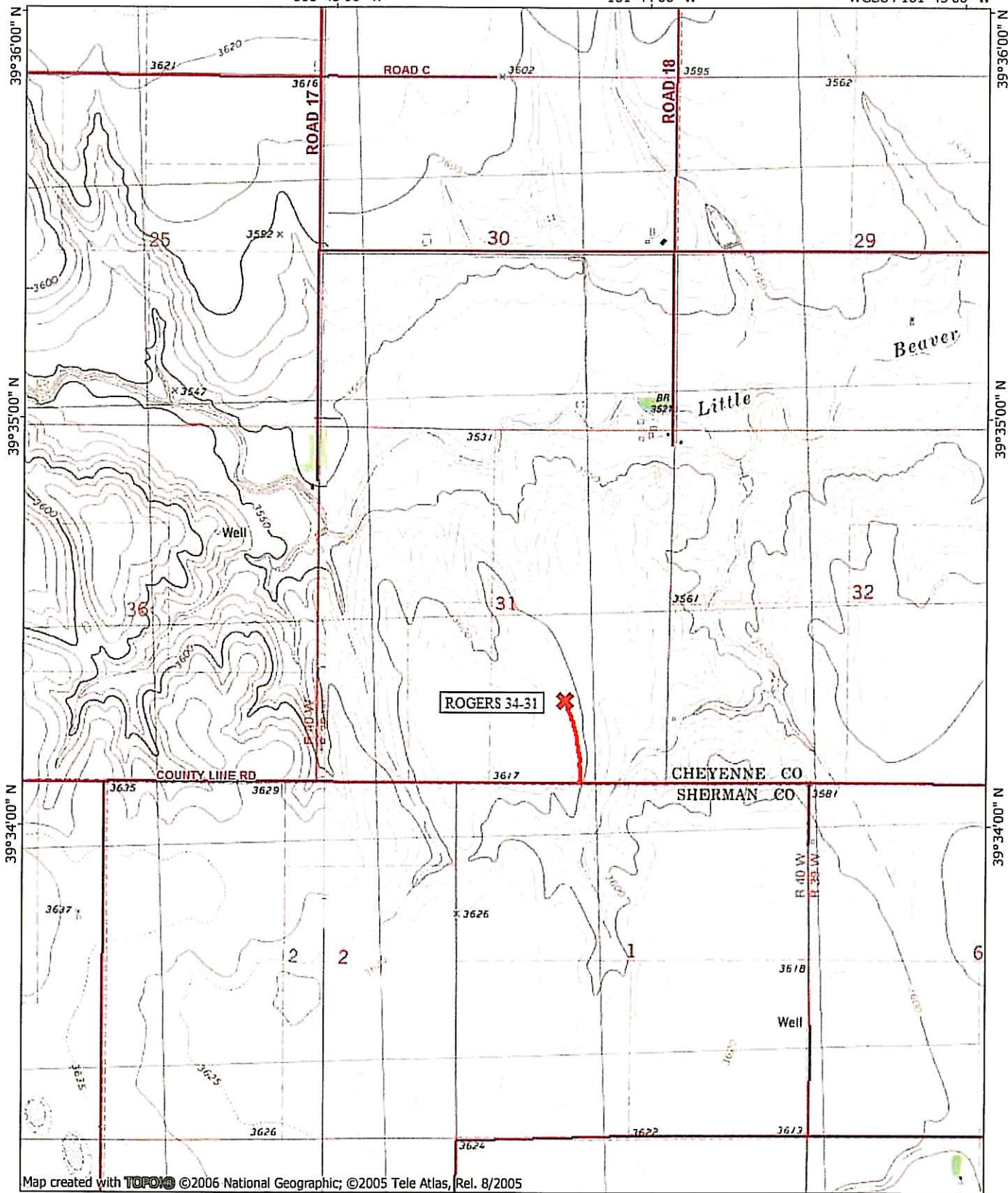
- SECTION CORNER (AS NOTED)
- ▽ PROPOSED WELL LOCATION

POWERTM
Surveying Company, Inc.
Established 1948

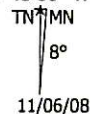
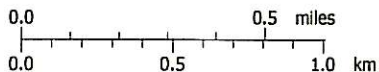
7100 MILLER DRIVE, UNIT C
FREDERICK, COLORADO 82504

PH. 303-752-1817
FAX. 303-752-1488
WWW.POWERSURVEYING.COM

FIELD DATE: 11-5-2008 WO# 501-08-799
DATE OF COMPLETION: 11-6-2008



Map created with TOPO! ©2006 National Geographic; ©2005 Tele Atlas, Rel. 8/2005



Ks/Neb/Colo
Producers Form 88 - Paid Up

OIL AND GAS LEASE

This Oil and Gas Lease (the "Lease") is dated May 20, 2003 (the "Effective Date") The parties to this Lease are

** See Rider attached for Lessor and made a part hereto**
** See Rider attached for Address**
J. Fred Hambright, Inc., as Lessor (whether one or more), whose address is

Lessor, whose address is 125 North Market, Suite 1415, Wichita, KS 67202

1 For the consideration of Ten and More (\$10.00 & more) Dollars, the receipt of which Lessor acknowledges, and Lessee's covenants and agreements in this Lease, Lessor grants, leases, and lets exclusively to Lessee, the lands described below (the "Lands"), with the right to unitize, pool, or combine all or part of this Lease with other lands or leases for the purpose of carrying on geological, geophysical, or other exploration work, core drilling and the drilling, mining, and operating for, producing, and saving oil, gas, and other hydrocarbons, and for constructing roads, laying pipelines, building tanks, storing oil, building power stations, telephone lines, and other structures necessary or convenient for the economical operation of the Lands alone, or with adjacent lands, and to produce, save, and take care of the oil and gas produced. The Lands are

located in Cheyenne County, Kansas, and are described as follows

** See Rider attached for Legal description and made a part hereto**

STATE OF KANSAS, CHEYENNE COUNTY
This instrument was filed for record on the
13th day of November, 2003
at 11:30 o'clock A. M. and recorded
in Book 134 Page 702-704
Jeffrey M. D. Carroll
Fee: 16.00 Register of Deeds
Re: Hambright

The Lands are deemed to contain 1,360 acres for whether they contain more or less

2 This Lease shall remain in force for a primary term of five (5) years (the "Primary Term") from the Effective Date and as long thereafter as oil, gas, or other hydrocarbons are, or can be produced from the Lands. On or before five (5) years from the Effective Date, if this Lease is not otherwise continued in force, Lessee, at its option may automatically renew this lease and extend the Primary Term for an additional five (5) year term if, on or before five (5) years from the Effective Date, Lessee tenders consideration to Lessor, in the amount equivalent to the initial bonus payment (per net mineral acre) as to the lands covered by this lease

3 The royalties to be paid by Lessee are (a) on oil and other liquid hydrocarbons, one-eighth (1/8th) of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase, (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of one-eighth (1/8th) of the product sold or used. On product sold at the well, the royalty shall be one-eighth (1/8th) of the net proceeds realized from such sale. All royalties paid on gas sold or used off the premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to the gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be one-eighth (1/8th) of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any. Where there is a gas well or wells on the Lands subject to this Lease or lands pooled with the Lands, whether before or after the Primary Term, and the well or wells are shut-in and there is no other production, drilling operations or other operations being conducted on the Lands capable of delay rentals) the sum of \$1.00 per year per acre of the Lands then subject to this Lease (the shut-in royalty). Payments of shut-in royalty are to be made to the depository, named above or directly to Lessor as shown, on or before the anniversary date of this Lease following the expiration of 12 months from the date a well or the wells are shut-in, and if the wells remain shut-in following the anniversary date of this Lease during the period the wells are shut-in. Upon payments being made this Lease shall be deemed to be maintained in full force and effect

4 If at any time prior to the discovery of oil or gas or other hydrocarbons on the Lands, and during the Primary Term, Lessee drills a dry hole or holes on the Lands, this Lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing Rental Paying Date, or Lessee begins or resumes the payment of Rentals

5 If Lessor owns a lesser interest in the Lands than the entire and undivided fee simple estate in the minerals, any royalty and Rentals which may be due or payable shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. Lessee's failure to proportionately reduce Rentals shall have no effect on the right to reduce royalties to correspond with Lessor's actual interest in the mineral estate in the Lands

6 Lessee is granted the right to use, free of cost, gas, oil, and water found on or under the Lands, for all of Lessee's operations, except water from Lessor's wells. When required by Lessor, Lessee will bury its pipelines crossing those portions of the Lands that are under cultivation below ordinary plow depth, and pay for damages caused by its operations to growing crops on the Lands. No well shall be drilled nearer than 200 feet to any house or barn located on the Lands on the Effective Date without the written consent of Lessor. Lessee has the right at any time during or after the expiration of this Lease, to remove all machinery, fixtures, buildings, and other structures placed on the Lands, including the right to draw and remove all casing

7 If the estate of either party is assigned, the privilege of assigning in whole or in part being expressly allowed, the terms of this Lease shall extend to the party's heirs, devisees, executors, administrators, successors, and assigns. No change of ownership in the Lands, Rentals or royalties, or any sum due, or the depository address of Lessor, under this Lease shall be binding on the Lessee until 60 days after it has been furnished with written notice of the change accompanied by the original recorded instrument or certified copy of the conveyance, a certified copy of the Will and probate proceedings of any deceased owner, or a certified copy of the proceedings showing the appointment of an administrator of the estate of any deceased owner, whichever is appropriate, together with all recorded instruments of conveyance or certified copies necessary to show a complete chain of title to the interest claimed. All advanced payment of Rentals made before the end of the 60-day period following Lessee's receipt of documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

8 No change or division in the ownership of the Lands, Rentals, or royalties, however accomplished, shall enlarge the obligation or diminish the rights of the Lessee. In the event of an assignment in whole or in part by Lessee, the liability for breach of any obligation of this Lease shall rest exclusively on the owner of the portion of the Lease committing the breach. Lessee has no obligation to offset wells on separate tracts into which the Lands may be divided by sale, devise, descent or otherwise, or to furnish separate measuring devices or tanks. If this Lease is assigned as to a segregated part or parts of the Lands and the holders or owners of any part is in default in the payment of the proportionate part of the Rentals due, the default shall not operate to affect this Lease insofar as it covers a part of the Lands on which Lessee or any other assignee makes timely payment of Rentals. If six or more parties become entitled to royalty payments, Lessee may withhold payment until furnished with a recordable instrument executed by all the parties designating an agent to receive payment of royalties for all the parties

9 Lessor warrants and agrees to defend title to the Lands and agrees Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages claims and may reimburse itself by applying to the amounts paid to discharge any mortgage, tax or other lien, any royalty, shut-in royalty, or Rentals accruing to the account of Lessor

10 If Lessee commences operations for drilling at any time while this Lease is in force, this Lease shall remain in effect as long as production continues so long as those operations are prosecuted. If production results from the operations, the Lease shall remain in effect as long as production continues

11 If, during the Primary Term, production on the Lands ceases from any cause, this Lease shall not terminate provided operations for the drilling of a well are commenced before or on the next ensuing Rental Paying Date, or, Lessee begins or resumes the payment of Rentals in the manner and amount provided in paragraph 5 above. If after the expiration of the Primary Term, production on the Lands ceases from any cause, this Lease shall not terminate provided Lessee resumes operations for drilling a well or commences reworking operations on a well within one hundred and eighty (180) days from the date of cessation of production. This Lease shall remain in force during the prosecution of the operations and, if production results or resumes, as long as production continues

12 At any time Lessee may surrender this Lease in whole or in part by delivering or mailing a release to the Lessor, or by placing the release of record in the county where the Lands are located. If the Lease is surrendered on only a portion of the Lands, all payments and liabilities that accrue as to the released portion of the Lands shall cease and any subsequent Rentals that may be paid may be apportioned on an acreage basis. As to the portion of the Lands not released, the terms and provisions of this Lease shall continue and remain in full force and effect for all purposes

KS1009B

"Rider"

Attached hereto and made apart hereof a certain Oil and Gas Lease dated May 20, 2003.

The parties to this lease are Michael L. Rogers, Trustee of Michael L. Rogers Revocable Living Trust UTD November 25, 1996 and JoAnne Rogers Trustee of the JoAnne Rogers Revocable Trust UTD November 25, 1996 whose address is S. F. 2 Box 119, St. Francis, Kansas 67756, as Lessor

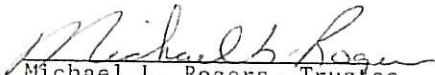
The lands are located in Cheyenne County, Kansas and are described as follows:

Each tract is treated as a separate Oil and Gas lease as set forth below

Township 5 South, Range 39 West

- ✓Section 1: Tract #1: NE/4 (160 acres)
- ✓Section 29: Tract #2: SW/4 (160 acres)
- Tract #3: SE/4 (160 acres)
- ✓Section 30: Tract #4: E/2SE/4 (80 acres)
- ✓Section 31: Tract #5: NE/4 (160 acres)
- Tract #6: SE/4 (160 acres)
- ✓Section 32: Tract #7: NW/4 (160 acres)
- Tract #8: SW/4 (160 acres)
- Tract #9: NE/4 (160 acres)

Notwithstanding any provisions of this lease, or any wording contained in this Lease such as "the Lands", "the Lease", "leasehold", or any similar terms, each of the separately designated Tracts to this Lease shall be treated for all purposes as a separate and distinct lease. All of the provisions contained in this lease shall be applicable to each separate and be construed as if a separate Lease Agreement had been made and executed covering separate Tract.



Michael L. Rogers, Trustee
of the Michael L. Rogers Revocable
Living Trust UTD November 25, 1996



JoAnne Rogers, Trustee of
the JoAnne Rogers Revocable
Living Trust
UTD November 25, 1996



By Fee Owner

State of Kansas
County of Cheyenne ss.

Michael L. Rogers

deposes and says:

My name is Michael L. Rogers

that I am of lawful age and reside in Cheyenne County, Kansas

That I am the owner of lands situated in the County of Cheyenne

State of Kansas, described as follows, to-wit:

Township 5 South, Range 39 West

Section 1: NE/4

Section 29: S/2

Section 30: E/2SE/4

Section 31: F/2

Section 32: W/2, NE/4

of Section _____ Township _____ Range _____ and containing 1,360 acres, more or less,

That I, have been in open, adverse, exclusive, continuous, and undisputed possession of said lands for more than 1+ years last past.

That I am paying taxes on, occupying and cultivating said land.

Further affiant saith not.

Michael L. Rogers
Michael L. Rogers

STATE OF Kansas
COUNTY OF Cheyenne } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL
(KaOkCoNe)

Before me, the undersigned, a Notary Public, within and for said County and State on this 20th day of May, ~~19~~ ^{xx} 2003, personally appeared Michael L. Rogers

and _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit of Possession.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 8/06/06

John G. Foster
John G. Foster

Notary Public



NOTARY PUBLIC
STATE OF KANSAS
JOHN G. FOSTER
MY APPT. EXPIRES 8-06-06

MEMORANDUM OF TITLE

The following information has been obtained from a careful search of the records in the office of the Register of Deeds of the County of Cheyenne, State of Kansas:

1. DESCRIPTION OF LAND INVOLVED: Acres total 1,360

TOWNSHIP 5 SOUTH, RANGE 39 WEST

Tract 1: Section 1: NE/4 (160 acres)

Tract 2: Section 29: S/2 (320 acres): Section 30: E/2SE/4 (80 acres):

Section 31: E/2 (320 acres) and Section 32: W/2 & NE/4 (480 acres)

2. RECORD OWNER, AND HOW ACQUIRED: Date: 12/31/98, B116/313, 314 QCD
Grantor: Michael L. Rogers and JoAnne Rogers, h/w
Grantee: Michael L. Rogers, trustee of the Michael L. Rogers Revocable Living Trust 11/25/96
JoAnne Rogers, trustee of the JoAnne Rogers Revocable Living Trust 11/25/96

Tract 1: Date: 12/18/98 B116/315-316, WD

Grantor: Cleone Hendricks, and etal

Grantee: Michael L. Rogers, trustee of the Michael L. Rogers Revocable Living trust UTD

11/25/96 and JoAnne Rogers, trustee of the JoAnne Rogers Revocable Living trust UTD 11/25/96

Tract 2: Date 11/25/92 B98/489, QCD

Grantor: Farmers Home Administration

Grantee: Michael L. Rogers and JoAnne Rogers, h/w

3. OUTSTANDING MINERAL RIGHTS:

None

4. UNRELEASED OIL & GAS LEASES, EXCEPT WHERE PRIMARY TERM HAS EXPIRED

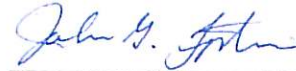
None

5. UNRELEASED MORTGAGES: Date 12/31/98 B126/378 Amount \$190,000.00
Mortgagor: Michael L. Rogers, trustee of the Michael L. Rogers Revocable trust UTD 11/25/96 and
JoAnne Rogers, trustee of the JoAnne Rogers Revocable trust UTD 11/25/96.
Mortgagee: First National Bank, St. Francis, KS

6. ADDITIONAL REMARKS:

Tenants: None

Signed:



John G. Foster

Dated: May 21, 2003

AFFIDAVIT BY TRUSTER(S)

COMES NOW the undersigned, of lawful age and upon his/her/their oath(s) being first duly sworn, and state(s) as follows:

- 1. That this affidavit is made in connection with the following lands in Cheyenne County, Kansas, to-wit: Township 5 South, Range 39 West
Section 1: NE/4, Section 29: S/2 Section 30: E/2SE/4, Section 31: E/2 Section 32: W/2, NE/4
- 2. That I am/we are the presently-existing trustee(s) of that trust known as Michael L. Rogers & JoAnne Rogers Revocable Living Trust UTD 11/25/96 to which the above-described property was conveyed by deed recorded in Book _____ at Page _____ of the records of the Register of Deeds of said county.
- 3. That said trust is revocable/irrevocable, and is presently in existence.
- 4. That I am/we are authorized, without limitation, to execute and deliver to J. Fred Hambright, Inc. as lessee, an oil and gas lease or leases covering the above-described lands for a primary term of Five year paid up/ option or to (describe the transfer) _____

[NOTE: Complete the following only if the trust is revocable.]

- 5. That the original grantor-settlor of said trust was Michael L. Rogers and JoAnne Rogers h/w. Said grantor-settlor is presently ~~living~~ deceased on or about _____, 19_____.
- 6. [If grantor-settlor living] The grantor-settlor is ~~deceased~~ living. The name of the current spouse of the grantor-settlor is Michael L. Rogers & JoAnne Rogers, and said spouse is ~~is not the same~~ is not the same spouse who joined in execution of the deed of said lands into the trust.
- 7. [If grantor-settlor deceased] The grantor-settlor is deceased, and the surviving spouse is non applicable. Said surviving spouse is is not the same spouse who joined in execution of the deed of said lands into the trust.

FURTHER AFFIANT(S) SAITH NAUGHT.

Michael L. Rogers
Michael L. Rogers, Trustee

JoAnne Rogers
JoAnne Rogers, Trustee

SUBSCRIBED AND SWORN TO this 20th day of May, 2003.

STATE OF Kansas)
Cheyenne)
COUNTY OF _____)

ss.



John G. Foster
NOTARY PUBLIC Notary Public
STATE OF KANSAS
JOHN G. FOSTER
MY APPT. EXPIRES 5/06/06

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 20th day of May, 2003, appeared Michael L. Rogers and JoAnne Rogers, Trustees of the Trust to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires: 8/06/06



John G. Foster
NOTARY PUBLIC Notary Public
STATE OF KANSAS
JOHN G. FOSTER
MY APPT. EXPIRES 8/06/06